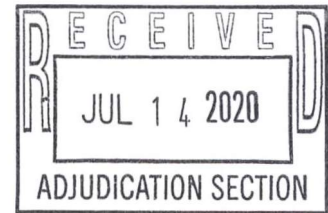


**THE CADLE COMPANY II, INC.**

**100 North Center Street  
Newton Falls, OH 44444  
(330) 872-0918  
(888) 462-2353 (888-GOCADLE)  
FAX (330) 872-5367**

July 2, 2020



U.S. Department of the Interior  
Bureau of Ocean Energy Management  
Gulf of Mexico OCS Region  
1201 Elmwood Park Boulevard  
New Orleans, LA 70123-2394  
Adjudication Unit: MS-5421  
Attn: Ms. Colette Worchester

RE: OCS-G 35575, West Cameron Area, Block 254; OCS-G 35582, Vermilion Area, Block 62;  
OCS-G 35590 South Marsh Island Area, Block 8  
Continuation of Financing Statement  
Debtor: Destin Resources LLC and Reserves Management, L.C.  
Our File No. 02D60001

Dear Ms. Worchester:

Enclosed please find the following document pertaining to the above captioned OCS Leases which is submitted for filing purposes only:

- Uniform Commercial Code – Financing Statement UCC-3, showing a Continuation of Financing Statement, effecting Federal OCS Lease No. OCS-G 35575, OCS-G 35582, and OCS-g 35590, **please file under Category 3**; and
- Pay.gov receipt in the amount of \$29.00 evidencing payment for filing the enclosed document in the non-required file for OCS-G 35575, OCS-G 35582, and OCS-g 35590.

Please file the enclosed document together with a copy of this letter, in the **non-required** files related to OCS Leases OCS-G 35575, OCS-G 35582, and OCS-G 35590.

If you have any questions, please do not hesitate to contact me. I can be reached toll-free at (888) 462-2353, Ext. 3505, between the hours of 8:30 a.m. and 5:00 p.m. EST Monday through Friday or you can email me at [annette.schick@cadleco.com](mailto:annette.schick@cadleco.com). Thank you for your cooperation and assistance.

Yours very truly,

*Annette J. Schick*

Annette J. Schick  
Assignment Clerk

Enclosures

## STATE OF LOUISIANA

UNIFORM COMMERCIAL CODE - AMENDMENT  
UCC-3

Important - Read instructions Before Completing Form

## FOLLOW INSTRUCTIONS (FRONT AND BACK CAREFULLY)

1. Initial Financing Statement File # Filed on November 17, 2015

2. ☐ Termination - Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement3. ☒ Continuation - Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law4. ☐ Assignment (full or partial). Give name of assignee in item 7a or 7b and address of assignee in item 7c and also give name of assignor in item 9.5. AMENDMENT (PARTY INFORMATION) This amendment affects ☐ Debtor or ☐ Secured Party of record. Check only one of these two boxes.Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.☐ CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c ☐ DELETE name: Give record name to be deleted in item 6a or 6b ☐ ADD name: Complete item 7a or 7b and item 7c; also complete items 7d-7g (if applicable)

## 6. CURRENT RECORD INFORMATION:

6a Organization's Name The Cadle Company II, Inc.		
OR		
6b Individual's Last Name (and Title of Lineage (e.g. Jr., Sr., III, if applicable))	First Name	Middle Name

## 7. CHANGED (NEW) OR ADDED INFORMATION:

7a Organization's Name				
OR				
7b Individual's Last Name (and Title of Lineage (e.g. Jr., Sr., III, if applicable))	First Name		Middle Name	
7c Mailing Address	City	State	Postal Code	Country
7d Tax ID #: SSN or EIN	Add'l info re Organization:	7e Type of Organization	7f Jurisdiction of Organization	7g Organization ID if any None <input type="checkbox"/>

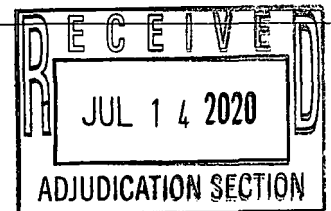
8. AMENDMENT (Collateral Change): check only one box.Describe collateral ☐ deleted or ☐ added, or give entire ☐ restated collateral description, or describe collateral ☐ assigned.9. NAME or SECURED PARTY of RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of Debtor authorizing this Amendment

9a Organization's Name The Cadle Company II, Inc.		
OR		
9b Individual's Last Name (and Title of Lineage (e.g. Jr., Sr., III), if applicable)	First Name	Middle Name

10. OPTIONAL FILER REFERENCE DATA 02D60001 Destin Resources

11. NAME AND PHONE OF CONTACT AT FILER (optional)

12. SEND ACKNOWLEDGMENT TO: (Name and Address)

The Cadle Company II, Inc.  
100 North Center Street  
Newton Falls, Ohio 44444

The above space is for filing office use only

**Debtors: Destin Resources LLC  
Reserves Management, L.C.**

**Secured Party: First NBC Bank**

**EXHIBIT A**

**TO**

**UCC-1 FINANCING STATEMENT**

---

4 (continued)

This financing statement covers and affects any and all of the Debtors' present and future rights, title and interest in and to the following types and items of collateral, together with any and all present and future additions thereto, substitutions therefor, and replacements thereof including:

(a) the Lands described in Schedule A, oil and gas interests described in Schedule A, and the Oil and Gas Leases, fee mineral interests, overriding royalty, royalty, surface leases, rights-of-way and other interests which are specifically described in Schedule A;

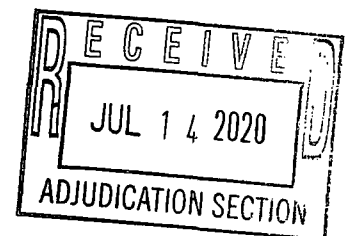
(b) all unitization, communitization, operating agreements, pooling agreements and declarations of pooled units and the properties covered and the units created thereby (including all units formed under order, regulations, rules or other official acts of any federal, state or other governmental agency providing for pooling or unitization, spacing order or other well permits and other instruments) which relate to or affect all or any portion of the properties and interests described in Schedule A, including, without limitation, those units which may be specifically described or referred to in Schedule A;

(c) all Hydrocarbons which are in, under, upon, attributable to, produced or to be produced from the mineral interests and the Lands described in Schedule A, and all inventory thereof upon extraction from the wellhead or minehead;

(d) all Production Sale Contracts, all accounts resulting from the sale of Hydrocarbons at the wellhead or minehead, and all other accounts, contract rights, operating rights, general intangibles, chattel paper, documents and instruments arising under the Production Sale Contracts or otherwise related to the Debtors' interests in the Lands described in Schedule A, together with all liens and security interests securing performance of the Production Sale Contracts or payment of the proceeds from any sale, purchase, exchange or processing of Hydrocarbons produced from the Lands described in Schedule A;

(e) all Payments in Lieu of Production;

(f) all Operating Equipment;



**Debtors: Destin Resources LLC  
Reserves Management, L.C.**

**Secured Party: First NBC Bank**

(g) all contract rights, choses in action (*i.e.*, rights to enforce contracts or to bring claims thereunder) and other accounts, general intangibles and other rights to payment (regardless for whether the same arose, and/or the events which gave rise to the same occurred, on or before or after the date hereof) related to the Lands described in Schedule A or any other Mortgaged Property or Collateral (as such terms are hereinafter defined), including, without limitation, operating agreements, revenue sharing agreements, agreements relating to the treating, handling, storing, processing, transporting, or marketing of Hydrocarbons (including, without limitation, any of the same relating to payment of proceeds of Hydrocarbons or to payment of amounts which could constitute Payments in Lieu of Production), and other similar or dissimilar agreements;

(h) all improvements and other constructions now or hereafter located on the Lands described in Schedule A, including without limitation the Operating Equipment, to the extent (i) any such property should constitute or be deemed to constitute immovable property for the purposes of Louisiana law, including without limitation any buildings, platforms, structures, towers, rigs, or other immovable property or component parts thereof, or (ii) any such property is otherwise susceptible of mortgage pursuant to Louisiana Civil Code Article 3286 or Louisiana Mineral Code Article 203,

(i) any liens and security interests in any of the foregoing properties securing payment of proceeds from the sale of the Hydrocarbons,

(j) any rights and interests of Debtors under any present or future hedge or swap agreements, cap, floor, collar, exchange, forward or other hedge or protection agreements or transactions relating to crude oil, natural gas or other hydrocarbons, or any option with respect to any such agreement or transaction now existing or hereafter entered into by or on behalf of Debtors;

(k) all geological, geophysical, engineering, accounting, title, legal, and other technical or business data concerning the Mortgaged Property or any other item of Collateral (as such terms are hereinafter defined) which are now or hereafter in the possession of Debtors or in which Debtors can otherwise grant a security interest, and all books, files, records, magnetic media, and other forms of recording or obtaining access to such data;

(l) all other rights, titles and interests of Debtors in, to and under or derived from the Lands described in Schedule A, the Oil and Gas Leases and other properties described in Schedule A, even though the Debtors' interest therein may be incorrectly or insufficiently described or referred to in Schedule A, and under the Production Sales Contracts;

(m) any property that may from time to time hereafter, by delivery or by writing of any kind, be subjected to the lien and security interest hereof by Debtors or by anyone on Debtors' behalf, and Secured Party is hereby authorized to receive the same as additional security for the Indebtedness;

(n) all balances, credits, deposits, accounts and monies of the Debtors maintained with or in the possession of Secured Party; and

(o) the proceeds and products of the foregoing, together with any and all corrections or amendments to, or renewals, extensions or ratifications of, any of the same, or of any instrument relating thereto, and all rights-of-way, franchises, licenses, permits, certificates of public conveniences

**Debtors: Destin Resources LLC  
Reserves Management, L.C.**

**Secured Party: First NBC Bank**

and necessity, easements, contractual rights, tenements, hereditaments and appurtenances now existing or in the future obtained in connection with any of the aforesaid, and all other things of value and incident thereto which the Debtors might at any time have or be entitled to.

All the aforesaid properties, rights and interest, together with any additions thereto which may be subjected to the lien of this instrument by means of supplements hereto, being hereinafter called the "Collateral"

As used herein, capitalized terms shall have the following meanings:

"Hydrocarbons" shall mean oil, crude oil and petroleum products, gas and other liquid or gaseous hydrocarbons and all other "as-extracted collateral" within the meaning of the Uniform Commercial Code.

"Lands described in Schedule A" shall include any lands or mineral interests, the description of which is contained in Schedule A or incorporated in Schedule A by reference to another instrument or document, or which are otherwise affected by the property interests described in Schedule A, and shall also include any lands or mineral interests now or hereafter unitized or pooled with lands or mineral interests which are either described in Schedule A or the description of which is incorporated in Schedule A by reference.

"Oil and Gas Leases" shall include oil, gas and mineral leases (including those described in Schedule A hereto) and shall also include subleases and assignments of operating rights.

"Operating Equipment" shall mean all surface or subsurface machinery, equipment, fixtures, facilities or other property of whatsoever kind of nature (excluding drilling rigs, trucks, automotive equipment or other property taken to the premises to drill a well or for other similar temporary uses) now or hereafter located on any of the Lands described in Schedule A which are used or useful for the production, treatment, storage or transportation of Hydrocarbons, including, but not by way of limitation, all oil wells, gas wells, water wells, injection wells, casing, tubing, rods, pumping units and engines, christmas trees, derricks, separators, heater treaters, valves, gun barrels, flow lines, tanks, gas systems and compressors (for gathering, treating and compression), water systems (for treating disposal and injection), pipelines (including gathering lines, laterals and trunklines, if any), power plants, poles, lines, transformers, starters and controllers, machine shops, tools, storage yards and equipment stored therein, buildings and camps, telegraph, telephone and other communication systems, roads, loading racks and shipping facilities.

"Payments in Lieu of Production" shall mean all payments received in lieu of production from the mineral interests and the Lands described in Schedule A (regardless of whether such payments accrued, and/or the events which gave rise to such payments occurred, on or before or after the date hereof), including, without limitation, "take or pay" payments and similar payments, payments received in settlement of or pursuant to a judgment rendered with respect to take or pay or similar obligations or other obligations under a Production Sales Contract, payments received in buyout or buydown or other settlement of a Production Sales Contract, and payments received under a gas balancing or similar agreement as a result of (or received otherwise in settlement of or pursuant to judgment rendered with respect to) rights held by Debtors as a result of Debtors (and/or their predecessors in title) taking or

**Debtors: Destin Resources LLC  
Reserves Management, L.C.**

**Secured Party: First NBC Bank**

having taken less Hydrocarbons from the mineral interests and other rights in and to the Lands described in Schedule A (or lands pooled or unitized therewith) than their ownership of such property would entitle them to receive.

"Production Sale Contracts" shall mean any and all contracts now in effect, or hereafter entered into by the Debtors, or the Debtors' predecessors in interest, to the extent and only to the extent that the same covers the sale, purchase, exchange or processing of Hydrocarbons produced from the Lands described in Schedule A attached hereto and made a part hereof.

"Uniform Commercial Code" shall mean the Uniform Commercial Code-Secured Transactions (La. R.S. 10:9-101, et seq.) of the State of Louisiana as the same may, from time to time, be in effect in the State of Louisiana; provided, however, in the event that, by reasons of mandatory provisions of law, any or all of the attachment, perfection or priority of the security interest created hereunder is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of Louisiana, the term "Uniform Commercial Code" shall mean the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof related to such attachment, perfection or priority and for purposes of definitions related to such provisions.

Debtors: Destin Resources LLC  
Reserves Management, L.C.

Secured Party: First NBC Bank

SCHEDULE A  
TO  
UCC-1 FINANCING STATEMENT

Legal Description of the Oil and Gas Leases:

OCS-G 35575: That certain Oil and Gas Lease of Submerged Lands Under the Outer Continental Shelf Lands Act effective July 1, 2015, bearing Serial No. OCS-G 35575, executed by the United States of America, as Lessor, to Reserves Management, L.C., as Lessee, covering all of Block 254, West Cameron Area, OCS Leasing Map, Louisiana Map No. 1, containing 5,000 acres, more or less, recorded on July 15, 2015 in the Conveyance records of Cameron Parish, Louisiana, at File No. 336214.

OCS-G 35582: That certain Oil and Gas Lease of Submerged Lands Under the Outer Continental Shelf Lands Act effective July 1, 2015, bearing Serial No. OCS-G 35582, executed by the United States of America, as Lessor, to Reserves Management, L.C., as Lessee, covering all of Block 62, Vermilion Area, OCS Leasing Map, Louisiana Map No. 3, containing 4,363.32 acres, more or less, recorded on July 28, 2015 in the Conveyance records of Vermilion Parish, Louisiana at File No. 2015007613, and recorded on August 6, 2015 in the Conveyance records of Cameron Parish, Louisiana, at File No. 336409.

OCS-G 35590: That certain Oil and Gas Lease of Submerged Lands Under the Outer Continental Shelf Lands Act effective June 1, 2015, bearing Serial No. OCS-G 35590, executed by the United States of America, as Lessor, in favor of Reserves Management, L.C., as Lessee, covering all of Block 8, South Marsh Island Area, OCS Leasing Map, Louisiana Map No. 3A, containing 3,146.44 acres, more or less, recorded on May 19, 2015 in the Conveyance records of Iberia Parish, Louisiana in COB 1581, Page 660, File No. 2015-00004445.

Debtors represent and warrant that they collectively owns interests in each of the Oil and Gas Leases listed above as follows:

<u>Working Interest</u>	<u>Net Revenue Interest</u>
100.00000%	76.75000%



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Transaction Date: 07/02/2020 01:30:27 PM EDT

Region: Gulf of Mexico

Submitting Company: The Cadle Company II, Inc.

Lease Numbers 1-25: 35575, 35582, 35590,,,,,,,,,,,,,,,,,,,,,

Email Address: annette.schick@cadleco.com

Cardholder Name: ROBERT S. PAVLIK

Card Type: Visa

Card Number: \*\*\*\*\*5362

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